

JS 44 (Rev. 10/20)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Julie Angermaier

(b) County of Residence of First Listed Plaintiff St. Lucie County, FL
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Timothy J. Abeel, Jr., Esq., Timothy Abeel & Assoc, PC
25 Regency Plaza, Glen Mills, PA 19342 (484) 840-8432

DEFENDANTS

Vanleigh, Inc. and Campers Inn of Philadelphia, Inc.

County of Residence of First Listed Defendant Tishomingo County, MS
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Robyn F. McGrath, Esquire, Sweeney & Sheehan, PC
1515 Market St, 19th Fl, Philadelphia, PA 19102
(215) 563-9811

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input checked="" type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Magnuson-Moss Warranty Improvement Act 15 U.S.C. §2301

Brief description of cause:
Breach of Warranty

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

November 13, 2020

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions.](#)
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 8800 Okeechobee Road, #50, Fort Pierce, FL 34945

Address of Defendant: 26 Industrial Drive Access Road, Burnsville, MS 38833

Place of Accident, Incident or Transaction: 1651 Bethlehem Pike, Hatfield, PA 19440

RELATED CASE, IF ANY:

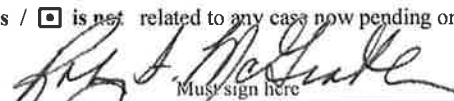
Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when *Yes* is answered to any of the following questions:

- | | | |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is ~~not~~ related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 11/13/2020


Must sign here
Attorney-at-Law / Pro Se Plaintiff

55892

Attorney I.D. # (if applicable)

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☒ 11. All other Federal Question Cases

(Please specify): Magnuson-Moss Warranty Improvement Act

B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): _____
- ☐ 7. Products Liability
- ☐ 8. Products Liability – Asbestos
- ☐ 9. All other Diversity Cases

(Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, _____, counsel of record or pro se plaintiff, do hereby certify:

- ☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:
- ☐ Relief other than monetary damages is sought.

DATE: _____ Sign here if applicable
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JULIE ANGERMAIER

CIVIL ACTION

v.

JURY TRIAL DEMANDED

VANLEIGH, INC. and CAMPERS
INN OF PHILADELPHIA, INC.

NO.:

NOTICE OF REMOVAL

Defendant, Vanleigh RV, Inc. (incorrectly identified as “Vanleigh, Inc.”) (hereinafter “Vanleigh”), hereby removes this action from the Court of Common Pleas of Philadelphia County to the United States District Court for the Eastern District of Pennsylvania pursuant to 28 U.S.C. §1331. In support thereof, Defendant avers as follows:

1. Vanleigh is a Defendant in an action captioned Julie Angermaier v. Vanleigh, Inc. and Campers Inn of Philadelphia, Inc., Court of Common Pleas of Philadelphia County, October Term, 2020, No. 1427 (“the State Court Action”). A true and correct copy of the Complaint in the State Court Action is attached hereto as Exhibit “A.”

2. Plaintiff’s State Court Action contains a three counts, one of which alleges violation of 15 U.S.C. §2301 et seq., the Magnuson-Moss Warranty Improvement Act.

3. The State Court Action involves a question of federal law. Pursuant to 28 U.S.C. §1331, “The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States.”

4. Pursuant to 28 U.S.C. §1441(a), “[a]ny civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending.”

5. Since this case arises out of an alleged violation of 15 U.S.C. §2301, Vanleigh, may properly remove the State Court Action to this Court based on 28 U.S.C. §1441(a).

6. Vanleigh was served with the State Court Action on or about October 24, 2020. See correspondence from Plaintiff's attorney dated October 21, 2020 serving the Complaint via Certified Mail, attached hereto as Exhibit "B."

7. This Notice has been filed with the Court within thirty (30) days after service of the Complaint on Vanleigh.

8. At the time of this filing, Defendant, Campers Inn of Philadelphia, Inc., has not been served with the State Court Action. See docket entries evidencing lack of service on Campers Inn of Philadelphia, Inc., attached hereto as Exhibit "C."

WHEREFORE, Defendant, Vanleigh RV, Inc., requests that the action in the Court of Common Pleas of Philadelphia County captioned as aforesaid be removed from that Court to the United States District Court for the Eastern District of Pennsylvania for jury trial and determination of all issues.

SWEENEY & SHEEHAN

By: /s/ Robyn F. McGrath

ROBYN F. McGRATH

Identification No.: 55892

Attorney for Defendant,

Vanleigh RV, Inc. (incorrectly

Identified as "Vanleigh, Inc.")

1515 Market Street, Suite 1900

Philadelphia, Pennsylvania 19102

(215) 563-9811

(215) 557-0999 (facsimile)

robyn.mcgrath@sweeneyfirm.com

DATE: November 13, 2020

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JULIE ANGERMAIER

CIVIL ACTION

v.

JURY TRIAL DEMANDED

VANLEIGH, INC. and CAMPERS
INN OF PHILADELPHIA, INC.

NO.:

PROOF OF SERVICE

Robyn F. McGrath, after first being duly sworn according to law, verifies and says that she is an attorney for the firm of Sweeney & Sheehan, attorneys for the above named Defendant, and that she did serve the foregoing Notice of Removal upon the following interested counsel and parties of record by electronic mail and United States First Class Mail with postage fully prepared this 13th day of November, 2020:

INTERESTED COUNSEL:

Timothy J. Abeel, Jr., Esquire
Timothy Abeel & Associates
25 Regency Plaza
Glen Mills, PA 19342

SWEENEY & SHEEHAN

By: /s/ Robyn F. McGrath
ROBYN F. McGRATH
Identification No.: 55892
Attorney for Defendant,
Vanleigh RV, Inc. (incorrectly
Identified as "Vanleigh, Inc.")

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JULIE ANGERMAIER

v.

VANLEIGH, INC. and CAMPERS
INN OF PHILADELPHIA, INC.

CIVIL ACTION

JURY TRIAL DEMANDED

NO.:

PROOF OF FILING

Robyn F. McGrath, Esquire, after first being duly sworn according to law, deposes and says that she is an attorney for the firm of Sweeney & Sheehan, attorneys for the above named Defendant herein, and that she did direct the filing with the Prothonotary of the Court of Common Pleas of Philadelphia County a copy of the Notice of Removal attached hereto by having a copy of the same filed with the Prothonotary on November 13, 2020.

SWEENEY & SHEEHAN

By: /s/ Robyn F. McGrath

ROBYN F. McGRATH

Identification No.: 55892

Attorney for Defendant,
Vanleigh RV, Inc. (incorrectly
Identified as "Vanleigh, Inc.")

1515 Market Street, Suite 1900
Philadelphia, Pennsylvania 19102
(215) 563-9811
(215) 557-0999 (facsimile)
robyn.mcgrath@sweeneyfirm.com

Exhibit “A”

Court of Common Pleas of Philadelphia County
Trial Division
Civil Cover Sheet

PLAINTIFF'S NAME JULIE ANGERMAIER		For Prothonotary Use Only (Docket Number) OCTOBER 2020		001427
		E-Filing Number: 2010033382		
PLAINTIFF'S ADDRESS 8800 OKEECHOBEE ROAD #50 FORT PIERCE FL 34945		DEFENDANT'S ADDRESS 26 INDUSTRIAL DRIVE ACCESS ROA BURNSVILLE MS 38833		
PLAINTIFF'S NAME		DEFENDANT'S NAME CAMBERS INN OF PHILADELPHIA, INC.		
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS 1651 BETHLEHEM PIKE HATFIELD PA 19440		
PLAINTIFF'S NAME		DEFENDANT'S NAME		
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS		
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 2	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions		
AMOUNT IN CONTROVERSY <input checked="" type="checkbox"/> \$50,000.00 or less <input type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input checked="" type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other:			
CASE TYPE AND CODE 10 - CONTRACTS OTHER				
STATUTORY BASIS FOR CAUSE OF ACTION				
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER) <div style="text-align: center;"> FILED PRO PROTHY OCT 20 2020 M. BRYANT </div>			IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>JULIE ANGERMAIER</u> Papers may be served at the address set forth below.				
NAME OF PLAINTIFFS/PETITIONER'S/APPELLANT'S ATTORNEY TIMOTHY J. ABEEL		ADDRESS 25 REGENCY PLAZA GLEN MILLS PA 19342		
PHONE NUMBER (484) 800-8432	FAX NUMBER (484) 840-8896			
SUPREME COURT IDENTIFICATION NO. 209961		E-MAIL ADDRESS gracie@timothyabeel.com		
SIGNATURE OF FILING ATTORNEY OR PARTY TIMOTHY ABEEL		DATE SUBMITTED Tuesday, October 20, 2020, 12:14 pm		

FINAL COPY (Approved by the Prothonotary Clerk)

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:15 AM - 08/10/2021

You must still comply with the notice below. USTED TODAVIA DEBE CUPLIR CON EL AVISO PARA DEFENDERSE.

This matter will be heard by a Board of Arbitrators at the time, date and place specified but, if one or more parties is not present at the hearing, the matter may be heard at the same time and date before a Judge of the court without the absent party or parties.

There is no right to a trial or appeal from a decision entered by a Judge.

Timothy J. Abeel, Jr., Esquire

ATTORNEY FOR PLAINTIFF

Identification No. 209961

Filed and Attested by the
Office of Judicial Records

TIMOTHY ABEEL & ASSOCIATES, P.C.
25 Regency Plaza
Glen Mills, PA 19342
484-840-8432

**THIS IS AN ARBITRATION
MATTER. ASSESSMENT OF
DAMAGES HEARING IS
REQUESTED.**

JULIE ANGERMAIER

**COURT OF COMMON PLEAS
PHILADELPHIA COUNTY**

v.

CIVIL ACTION

**VANLEIGH, INC. AND
CAMPERS INN OF PHILADELPHIA, INC.**

NO.:

NOTICE TO DEFEND

CODE: 1900

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEPHONE: 215-238-1701**

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la demanda y la notificacion. Hace falta asentar una comparencia eselta o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, le corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademus, la corte puede decidir a favor del demandante y require que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
FILADELPIA, PA 19107
TELEFONO: 215-238-1701**

Timothy J. Abeel, Jr., Esquire
Identification No. 209961
TIMOTHY ABEEL & ASSOCIATES, P.C.
25 Regency Plaza
Glen Mills, PA 19342
484-840-8432

ATTORNEY FOR PLAINTIFF

**THIS IS AN ARBITRATION
MATTER. ASSESSMENT OF
DAMAGES HEARING IS
REQUESTED.**

JULIE ANGERMAIER

**COURT OF COMMON PLEAS
PHILADELPHIA COUNTY**

v.

CIVIL ACTION

**VANLEIGH, INC. AND
CAMPERS INN OF PHILADELPHIA, INC.**

NO.:

COMPLAINT
CODE: 1900

1. Plaintiff, Julie Angermaier, is an adult individual citizen and legal resident of the State of Florida, residing at 8800 Okeechobee Road, #50, Fort Pierce, FL 34945.

2. Defendant, Vanleigh, Inc., is a corporation qualified to do an regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 26 Industrial Drive Access Road, Burnsville, MS 38833, and can be served at this address.

3. Defendant, Campers Inn of Philadelphia, Inc., is a corporation qualified to do an regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 1651 Bethlehem Pike, Hatfield, PA 19440, and can be served at this address.

BACKGROUND

4. On or about September 15, 2017, Plaintiff purchased a new 2018 Vilano 325RL FW, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 7HHFC3426JV006043.

5. The vehicle was purchased in the State of New York and is registered in the State of Florida.

6. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$84,932.06. A true and correct copy of the contract is attached hereto, made a part hereof and marked Exhibit "A".

7. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

8. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

9. The parties' bargain includes an express warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

10. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

11. During the warranty period, Plaintiff complained about defects and or non-conformities to the following vehicle components: hitch and generator purchased were not

provided at the time of purchase, then the wrong hitch was installed damaging the bed cover, hydraulic failure on numerous occasions, numerous accessories were missing from the RV after service, after arriving at a camp site the cabinets flung open, refrigerator and freezer have broken lock, flooring ripped by debris trapped under kitchen slide, everything glass shattered, cabinet doors damaged, kitchen slide molding damaged, left side pulled away from wall, vacuum system failure, after reverse osmosis system installed it flooded the RV twice damaging rugs, and the new electronic "brain" that was installed failed. True and correct copies of the repair invoices, in Plaintiff's possession are attached hereto, made a part hereof and marked Exhibit "B".

12. The vehicle continues to exhibit defects and nonconformities which substantially impairs its use, value and/or safety as provided in 73 P.S. §1951 et seq.

COUNT I
AGAINST BOTH DEFENDANTS
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

13. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth in length herein.

14. Plaintiff has or may have resorted to Defendants' informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

15. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no Automobile manufacturer complies with 16 CFA 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

16. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301 (3).

17. Defendants are "suppliers", "warrantors", and a "service contractors" as defined by 15 U.S.C. §2301 (4),(5) and (8).

18. The subject vehicle is a "consumer product" as defined by 15 U.S.C. §2301 (1).

19. By the terms of its written warranties, affirmations, promises, or service contracts, Defendants agreed to perform effective repairs at no charge for parts and/or labor.

20. The Magnuson-Moss Warranty Improvement Act requires Defendants to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

21. Defendants have made attempts on several occasions to comply with the terms of its express warranties,; however, such repair attempts have been ineffective.

22. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be in appropriate.

23. Plaintiff has afforded Defendants a reasonable number of opportunities to confirm the vehicle to the aforementioned express warranties, implied warranties and contracts.

24. As a direct and proximate result of Defendants' failure to comply with the express written warranties, Plaintiff as suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

25. Defendants' failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

26. Plaintiff avers that Defendants' warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

27. Plaintiff avers Defendants' Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

28. Plaintiff avers that Defendants' warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

29. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendants.

WHEREFORE, Plaintiff respectfully demands judgment against Defendants in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorney's fees, and all court costs.

COUNT II
AGAINST BOTH DEFENDANTS
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

30. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

31. Plaintiff is a "Person" as defined by 73 §201-2(2).

32. Defendants are "Persons" as defined by 73 §201-2(2).

33. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

34. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

35. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 §201-2(4), defines “unfair or deceptive acts or practices” to include the following conduct:

(vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another,

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;

(xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;

(xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing,

(xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

36. Plaintiff avers Defendants have violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

37. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

38. Defendants’ conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of “unfair or deceptive acts or practices.”

39. The Act also authorizes the Court, in its discretion to award up to three (3) times the actual damages sustained for violations.

COUNT III
AGAINST BOTH DEFENDANTS
UNIFORM COMMERCIAL CODE

40. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth as length herein.

41. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendants, including but not limited to the following:

- a. Express Warranty;
- b. Implied Warranty of Merchantability; and
- c. Implied Warranty Of Fitness For A Particular Purpose.

42. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendants' express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

43. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendants were aware Plaintiff was relying upon Defendants' express and implied warranties, obligations, and representations with regard to the subject vehicle.

44. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendants to honor its express and implied warranties.

45. Such damages include, but are not limited to, the contract price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment against Defendants in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), together with all collateral changes, attorneys' fees, all court costs and treble damages.

TIMOTHY ABEEL & ASSOCIATES, P.C.

By: /s/ Timothy J. Abeel, Jr.
TIMOTHY J. ABEEL, JR., ESQUIRE
Attorney for Plaintiff

VERIFICATION

Timothy J. Abeel, Jr., states that he is the attorney for the Plaintiff herein; that he is acquainted with the facts set forth in the forgoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

By: /s/ Timothy J. Abeel, Jr.
Timothy J. Abeel, Jr., Esquire
Attorney for Plaintiff

EXHIBIT "A"



CAMPERS INN OF PHILADELPHIA, INC. BILL OF SALE

1651 BETHLEHEM PIKE HAYFIELD, PA 19440
 Phone #: (215) 822 1345 Fax #: (215) 822 0319
 BUYER'S PERSONAL INFORMATION

Buyer: NANCY ANGELIMATER

Co-Buyer:

Buyer Home Phone:

Buyer Work Phone:

DA:

DA:

Co-Buyer Phone:

Street Address: 17A LAUREL AVE.

City/State/Zip: HAYFIELD, PA 19440

Delivery Date: 9/15/2017

Deal Number: 17-001

Sales Person:

RETAIL UNIT
 MAKE: NEM Year: 2018 Make: VILANO
 Model: (251R) Odometer:
 Color: Type: FW GVW:
 VIN: JH1FC3476J006041
 Block Number: 28317 Price: \$4,992.00
 Name: LIENHOLDR
 Address:

Phone Number:

Account Number:

TRADE 1
 Year: Make: Model:
 Odometer: Color: Type:
 Serial Number: WGT:
 Length: Tag #:
 Lien Payoff

Payoff To: Payoff: N/A

TRADE 2
 Year: Make: Model:
 Odometer: Color: Type:
 Serial Number: WGT:
 Length: Tag #:

TRADE 3
 Year: Make: Model:
 Odometer: Color: Type:
 Serial Number: WGT:
 Length: Tag #:

INSURANCE
 Company:
 Agent:
 Policy #:
 Effective Date: Expiration Date:

SIGNATURES
 Buyer: *Nancy Angelimater* Date: 9/15/2017
 Co-Buyer: Date: 9/15/2017
 Agent: Date: 9/15/2017

ITEMIZATION	
BASE SELLING PRICE	
EXTRA EQUIPMENT	
EXTRA ACCESSORIES	
RETAIL DISCOUNT	
RETAIL PRICE	
TRADE ALLOWANCE	
TRADE PAYOFF	
NET TRADE	
CASH DOWN	
RELATED SALES FEES	
DOWN PAYMENT	
SUB TOTAL	
STATE TAX	
COUNTY TAX	
CITY TAX	
TOTAL SALES TAX	
SUB TOTAL	
TAG/TRANSFER LIEN	
DEALER DOC FEE	
OLDS	
NOTARY/CMV/TIRE/OTHER	
TOTAL FEES	
SUB TOTAL	
INS PREMIUM	
GAP	
EXTENDED WARRANTY	
Weg Road Guard Plan: 0, 3YRS &	
GRAND TOTAL	
CASH BALANCE	
AMOUNT TO FINANCE	

COMMENTS
 Dealer Pay 1000.00 + 1000.00 ALG
 \$ 5000 9/21
 \$ 5000 10/17

EXHIBIT “B”



Campers Inn of Philadelphia, Inc
1651 Bethlehem Pike
Hatfield PA USA 19440
Phone #:(215) 822-1345
Fax #:(215) 822-0339

Invoice Number: 124008923



Ticket Date: 10/17/2017

Cashed Out Date: 10/17/2017 - 12:48 PM

Parts Employee: (12530) Stephen Speckman

JULIE ANGERMIER
6523 FIVE FORKS
PEEWEE VALLEY KY 40056

1819226 Home: (1) 241-4915

Ship To:

\$ 95.53

Part #	Description	Drop Shipped	Qty	Retail Price	Savings	Selling Price	Extended Discount	Extended Price
51893	Bamboo Folding Table w/Aluminum Legs, Adj	<input type="checkbox"/>	1.0	\$114.99	\$0.00	\$114.99	\$11.50	\$103.49
10-0571	HOSE SAVER W/ SPRING CD	<input type="checkbox"/>	1.0	\$5.59	\$0.00	\$5.59	\$0.56	\$5.03
10-0580	WATER DIVERTER WITH HOSE GRIPPER	<input type="checkbox"/>	1.0	\$27.99	\$0.00	\$27.99	\$2.80	\$25.19
13-0102	AQUA SOFT TISSUE PAK/40	<input type="checkbox"/>	1.0	\$6.83	\$0.00	\$6.83	\$0.68	\$6.15
18-7670	50AMP SURGE GUARD HARDWIR	<input type="checkbox"/>	1.0	\$369.49	\$0.00	\$369.49	\$36.95	\$332.54
42956	PREVIEW WRAP RV STEP RUG 23"	<input type="checkbox"/>	1.0	\$21.79	\$0.00	\$21.79	\$2.18	\$19.61
1811322	SUPER SPRAY ALL-PURPOSE CLEANER	<input type="checkbox"/>	1.0	\$7.29	\$0.00	\$7.29	\$0.73	\$6.56
41514	RhinoFLEX Toilet Chemical, 64 oz.	<input type="checkbox"/>	1.0	\$18.99	\$0.00	\$18.99	\$1.90	\$17.09
13-1315	10.3oz TUBE LAP SEALANT W/ 50ILSW I	<input type="checkbox"/>	2.0	\$9.59	\$0.00	\$9.59	\$1.92	\$17.26
50044	WATER PRESSURE REGULATOR	<input type="checkbox"/>	1.0	\$11.39	\$0.00	\$11.39	\$1.14	\$10.25
44033	FRIDGE BRACE 2PK	<input type="checkbox"/>	1.0	\$6.99	\$0.00	\$6.99	\$0.70	\$6.29
39867	RhinoEXTREME 20 Sewer Hose Kit	<input type="checkbox"/>	1.0	\$88.69	\$0.00	\$88.69	\$8.87	\$79.82

MISSING 8.63
79.82
88.45
x .08 TAX
7.08
+ 88.45
95.53

9.59
- .96 disc
8.63
x .08 TAX
.69
9.32

Pay Type CC # Amount
GIFT CERT \$50.00
VISA \$617.04
SALE:03884D:2::838795500::

Signature: _____

I AGREE TO PAY THE ABOVE TOTAL AMOUNT

Cashed Out By: (12530) Stephen Speckman

Cash Out Date: 10/17/2017

Cash Drawer: 001

Parts Total: \$699.21
Core Total: \$0.00
Freight Total: \$0.00
Sublet Total: \$0.00
Labor Total: \$0.00
Other Charges: \$0.00
Shop Supplies: \$0.00
Sub Total: \$699.21

Discount Total: \$69.93
Ext Price: \$629.28
Sales Tax: \$37.76
Total: \$667.04
Deposits: \$0.00
Amount Due: \$667.04
Amt Tondered: \$667.04
Chg Returned: \$0.00

As our customer, you just saved: \$69.93

DISCLAIMER OF WARRANTIES - Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. NO RETURNS ON ELECTRICAL ITEMS. NO RETURNS WITHOUT SALES RECEIPT.
RESTOCKING CHARGE OF 20% ON NON-STOCK ITEMS!

Page 1 of 2

Printed On: 10/17/2017 12:48:55 PM

Case ID: 20170112

The RV MD

PH: (631) 295-8595

RVchicorepair@gmail.com

796112

CUSTOMER'S ORDER NO. 1116117 DEPARTMENT

NAME

DATE

ADDRESS

CITY, STATE, ZIP

SOLD BY

CASH

C.O.D.

CHARGE

ON ACCT.

MOSE. RETD.

PAID OUT

QUANTITY

DESCRIPTION

PRICE

AMOUNT

Service charge :-
 Troubleshoot leveling
 Jacks & Slides not working.
 Found bad hydraulic motor.

Lab. \$100.00
 only. \$100.00

Will return to install
 new motor from dealer.

#2



Campers Inn of Jacksonville, Inc
10626 General Ave
Jacksonville FL, USA 32220
Phone #: (904) 783-0313
Fax #: (904) 783-1067
MY89985

NANCY ANGFRMAIER
17 A LAKELAND AVE.
SAYVILLE NY 11782

Home: (631) 218-7995
Cell: (631) 218-7995

1420270

Invoice Number: 100016190

Tag Number: 5650

Date and Time In: 1/2/2018 - 9:54 AM

Date and Time Out: 1/2/2018 - 9:54 AM

Promised Date & Time: 1/2/2018 - 9:54 AM

Cashed Out Date:

Date Appointment Initiated: 1/2/2018

Service Advisor: (10781) Bryan Miller

Veh Info: 28317 18-Villano 32614-1W

Serial Number: 7BHPC33261V006043

In-Srv: 10/17/2017 Miles/Hrs In: 0

Out: Plate #:

COPY

Repair	Hrs	VIN	Requested Repair Description	Mech #	Type	Labor	Discount	Total
1	1.00	JV006043	C/S JACKS ARE INOP. MOTOR WAS REPLACED AT HATFIELD DEALERSHIP CAUSE: Hydraulic motor/pump assembly free spinning Need to R&R Motor/Pump assembly complete with resivor and solenoid Requesting 1.0 Time to get trailer off truck and support trailer 1.0 CORRECTION: PEOPLE ARE FULL TIMERS AND WE REQUEST OVERNIGHT PARTS R&R hydraulic pump assembly, bleed system Repair time 1.0 Recalibrate levelling system Repair time .5	10776	Warranty	INC	INC	INC
2	0.00	JV006043	C/S MICROWAVE IS INOP CAUSE: Not plugged into outlet when prepped at another dealership CORRECTION: Plugged in microwave and tested performing as designed Repair time .3	10776	ap & Del New	INC	INC	INC
3	0.00	JV006043	C/S OUTLET UNDER MICROWAVE IS INOP CORRECTION: Tested outlet 119.1 volts Tested polarity ok Test time .2	10776	ap & Del New	INC	INC	INC
4	0.00	JV006043	C/S FLOORING IS TORN WHERE THE KITCHEN SLIDE OUT CAUSE: C battery caught behind slide roller CORRECTION: Repair on customer could probably sublet repair	10776	ap & Del New	INC	INC	INC

Parts Total:	\$132.68	Ext Price:	\$351.61
Core Total:	\$0.00	Sales Tax:	\$24.62
Freight Total:	\$0.00	Total:	\$376.23
Sublet Total:	\$0.00	- Deductible:	\$0.00
Labor Total:	\$208.50	Deposits:	\$0.00
Labor Discount:	\$0.00	Amount Due:	\$376.23
Other Charges:	\$0.00	Amt Tendered:	\$0.00
Shop Supplies:	\$10.43	Chg Returned:	\$0.00
Sub Total:	\$351.61		
- Parts Discount:	\$0.00		

Printed On : 1/9/2018 12:52:08 PM

Repair added after the customer copy printed. Oil & Grease included in Other Charges.

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Case ID: 20100142



Campers Inn of Jacksonville, Inc
10626 General Ave
Jacksonville FL USA 32220
Phone #: (904) 783-0313
Fax #: (904) 783-1067
ATV#89985

Invoice Number: 100016190

Tag Number: 5650

Date and Time In: 1/2/2018 - 9:54 AM

Date and Time Out: 1/2/2018 - 9:54 AM

Promised Date/Time: 1/2/2018 - 9:54 AM

Cashed Out Date:

Date Appointment Initiated: 1/2/2018

Service Advisor: (10781) Bryan Miller

NANCY ANGERMAIER
17A LAKELAND AVE.
SAYVILLE NY 11782

Home: (631) 218-7995
Cell: (631) 218-7995

1420279

Veh Info: 28317 18 Vilano 323RL FW

Serial Numbers: 71H1PC3426JV006043

In-Srv: 10/17/2017 Miles/Hrs In: 0

Out:

Plate #:

5	0.00	JV006043	C/S CAN SMELL LP ON DRIVERS SIDE TANK CORRECTION: Performed LP drop test held 11.2 inches of W/C for 3 minutes also performed visual leak test ok Repair time .5	10776	Ap & Del New	INC	INC	INC
6	0.30	JV006043	C/S WHEN PLUGGED INTO SHORE POWER 12V IS NOT CHARGING CORRECTION: Tested charging system Performing as designed 13.9 volts	10776	Ap & Del New	INC	INC	INC
7	1.50	JV006043	C/S REPLACE JACK ANTENNA CORRECTION: R&R Jack antenna clean and resal Repair time 1.5	10776	Retail	\$208.50	\$0.00	\$208.50

Repair	Part #	Description	Qty	Retail Price	Savings	Selling Price	Extended Discount	Extended Price
1	5353	Automatic Transmission Fluid	4.00					
1	0734	BRAKE CLEAN	2.00					INC
1	1301227	LCI LEVEL UP HYDRAULIC PUMP ASS	1.00					INC
1	FRR	FREIGHT	1.00					INC
7	24-0337	HDTV ANT W/MOUNT 08401	1.00	\$123.09	\$0.00	\$123.09	\$0.00	\$123.09
7	13-1315	LAP SEALANT - WHITE - 10.3 OZ. DICO	1.00	\$9.59	\$0.00	\$9.59	\$0.00	\$9.59

Parts Total: \$132.68

Core Total: \$0.00

Freight Total: \$0.00

Sublet Total: \$0.00

Labor Total: \$208.50

Labor Discount: \$0.00

Other Charges: \$0.00

Shop Supplies: \$10.43

Sub Total: \$351.61

- Parts Discount: \$0.00

Ext Price: \$351.61

Sales Tax: \$24.62

Total: \$376.23

- Deductible: \$0.00

Deposits: \$0.00

Amount Due: \$376.23

Am't Tendered: \$0.00

Chg Returned: \$0.00

Printed On : 1/9/2018 12:52:08 PM

Repair added after the customer copy printed Oil &
Grease included in Other Charges.

Page 2 of 4



Campers Inn of Jacksonville, Inc
10626 General Ave
Jacksonville FL, USA 32220
Phone #: (904) 783-0313
Fax #: (904) 783-1067
MV89985

Invoice Number: 100019997

Tag Number: 6329

Date and Time In: 8/17/2018 - 12:01 PM

Date and Time Out: 7/26/2018 - 1:10 PM

Promised Date - Time: 7/26/2018 - 1:10 PM

Cashed Out Date:

Date Appointment Initiated: 7/26/2018

Service Advisor: (10575) William Hopson

NANCY ANGERMATER
17 A LAKE LAND AVE.
SAYVILLE NY 11782

1420279 Home: (631) 218-7995 Cell: (631) 218-7995

Veh Info: 28317 18 Vilano 325RJ, FW

Serial Numbers: 7HHFC3426JV006043

In-Srv: 10/17/2017 Miles/Hrs In:
Color Ex:

Out: Plate #:
Int: PEBBLE

					Color Ex:	Waves/Hrs Int:	Out:	Plate #:				
Repair	Hrs	VIN	Second VIN	Mech #	Type	Qty	Ret. Price	Savings	Selling Price	Labor	Discount	Total
										Ext Price	Ext Discount	Ext Price
1	0.00	JV006043										
C/S POWER CORD WON'T RETRACT, marked with tape					Service Warranty				INC		INC	INC
Parts Total:					Labor Total:				INC	Job Total:		\$0.00
					Service Warranty				INC		INC	INC
2	0.00	JV006043										
C/S BOTTOM OF CABINET OVER LOUNGE CHAIRS COMING UNSECURED, MARKED WITH TAPE												
Parts Total:					Labor Total:				INC	Job Total:		\$0.00
					Service Warranty				INC		INC	INC
3	0.00	JV006043										
C/S MOLDING OVER INSIDE OF DOOR HAS COME UNSECURED, MARKED WITH TAPE PLEASE REATTACH												
Parts Total:					Labor Total:				INC	Job Total:		\$0.00
					Service Warranty				INC		INC	INC
4	0.00	JV006043										
C/S HAS NEW VACUUM WANTS CHANGED OUT, SENT NEW ONE BY COACH MFG, PLEASE INSTALL												
Parts Total:					Labor Total:				INC	Job Total:		\$0.00
					Service Warranty				INC		INC	INC
5	0.00	JV006043										
C/S SHOWER HOSE LEAKS, MARKED WITH TAPE												
Parts Total:					Labor Total:				INC	Job Total:		\$0.00
					Service Warranty				INC		INC	INC
6	0.00	JV006043										
C/S FREEZER LOCK BROKEN, PARTS IN FREEZER												
Parts Total:					Labor Total:				INC	Job Total:		\$0.00
					Service Warranty				INC		INC	INC
7	0.00	JV006043										
C/S REAR A/C NOT WORKING, TRYS TO COME ON BUT DOES COOL												
Parts Total:					Labor Total:				INC	Job Total:		\$0.00
					Service Warranty				INC		INC	INC
Parts Total:					Labor Total:				INC	Job Total:		\$0.00
					Service Warranty				INC		INC	INC

Repair	Hrs	VIN	Second VIN	Mech #	Type	Qty	Ret. Price	Savings	Selling Price	Labor	Discont	Total
										Ext Discount	Ext Price	
9	0.00	JV006043			Service Warranty					INC	INC	INC
C/S MOLDING IN FRONT OF FRIG IS MISSING												
10	0.00	JV006043			Service Warranty					INC	INC	INC
C/S RAN FRIG WHILE TOWING UNIT WITH INVERTER ON, WHEN SHE ARRIVED THE FRIG WAS OFF, ALSO STARTED GENERATOR AND RAN, NEVER GOT POWER THRU THE MICROWAVE, PLEASE CHECK AND ADVISE												
11	0.00	JV006043			Service Warranty					INC	INC	INC
A/C VENT MISSING IN CEILING ABOVE GALLEY CHAIRS, MARKED WITH TAPE												
12	0.00	JV006043			Service Warranty					INC	INC	INC
WATER SYSTEM WAS INSTALLED AT SELLING DEALER IN PITTSBURGH, THE TANK IS NOT SECURED AND THE SYSTEM IS LEAKING AND AN ICE MAKER LINE WAS ALSO NOT INSTALLED												
<div> <div>Parts Total:</div> <div>Labor Total:</div> <div>INC</div> <div>Job Total:</div> <div>\$0.00</div> </div>												
<div> <div>Parts Total:</div> <div>Labor Total:</div> <div>INC</div> <div>Job Total:</div> <div>\$0.00</div> </div>												
<div> <div>Parts Total:</div> <div>Labor Total:</div> <div>INC</div> <div>Job Total:</div> <div>\$0.00</div> </div>												

Parts Total:	\$0.00	Ext Price:	\$0.00
Core Total:	\$0.00	Sales Tax:	\$0.00
Freight Total:	\$0.00	Total:	\$0.00
Sublet Total:	\$0.00	- Deductible:	\$0.00
Labor Total:	\$0.00	- Deposits:	\$0.00
- Labor Discount:	\$0.00	Amount Due:	\$0.00
Other Charges:	\$0.00	Am't Tendered:	\$0.00
Shop Supplies:	\$0.00	Chg Returned:	\$0.00
Sub Total:	\$0.00		
- Parts Discount:	\$0.00		

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:
 I UNDERSTAND THAT, UNDER STATE LAW I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED \$100.

____ I REQUEST A WRITTEN ESTIMATE.
 ____ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
 ____ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED _____ DATE _____

Registration Number: MV09986

I UNDERSTAND THAT AN EXPRESSED MECHANICS LIEN MAY BE IMPOSED TO RECOVER ANY REPAIRS OR PARTS USED ON MY VEHICLE SHOULD I NOT PAY.

LABOR ESTIMATES ARE BASED ON FLAT RATE OF 130.00 OR HOURLY RATE OF 130.00, MINIMUM ESTIMATE/DIAGNOSTIC FEE OF 130.00 MAY BE APPLIED.

A STORAGE FEE OF \$20.00 PER DAY MAY BE APPLIED TO VEHICLES, WHICH ARE NOT CLAIMED, OR PAID FOR, WITHIN 14 DAYS OF

Page 2 of 3

Printed On : 8/17/2018 12:01:07 PM

Exhibit “B”



25 Regency Plaza
Glen Mills, PA

tel: 484-800-3422
tim@timothyabeel.com

www.timothyabeel.com

October 21, 2020

Certified Mail/Return Receipt Requested

Vanleigh, Inc.
26 Industrial Drive Access Road
Burnsville, MS 38833

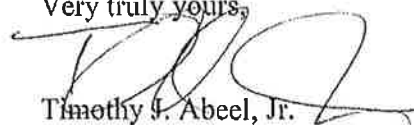
**RE: Julie Angermaier v. Vanleigh, Inc., et al.
Docket No. 001427, October Term 2020**

Dear Sir/Madam:

Enclosed please find a copy of the Complaint filed against Vanleigh, Inc., in the court of Common Pleas, Philadelphia County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure Rule 403.

Please refer the attached to the legal department. Kindly note a responsive pleading is due 20 days after receipt of the Complaint.

Very truly yours,



Timothy J. Abeel, Jr.

TJA/gpk
Enclosure

Exhibit “C”



No Items in Cart

LOGOUT

rmcgrath

Civil Docket Report

A \$5 Convenience fee will be added to the transaction at checkout.

Case Description

Case ID: 201001427
Case Caption: ANGERMAIER VS VANLEIGH, INC. ETAL
Filing Date: Tuesday , October 20th, 2020
Court: ARBITRATION
Location: City Hall
Jury: NON JURY
Case Type: CONTRACTS OTHER
Status: ARBITRATION HEARING SCHEDULED

Related Cases

No related cases were found.

Case Event Schedule

Event	Date/Time	Room	Location	Judge
ARBITRATION HEARING	10-AUG-2021 09:15 AM	ARBITRATION CENTER	1880 JFK Blvd., 5th Floor	<i>unassigned</i>

Case motions



No case motions were found.

Case Parties

Seq #	Assoc	Expn Date	Type	Name
1			ATTORNEY FOR PLAINTIFF	ABEEL JR, ESQUIRE TIMOTHY J
Address:	25 REGENCY PLAZA GLEN MILLS PA 19342 (484)800-8432 gracie@timothyabeel.com		Aliases:	<i>none</i>
2	1		PLAINTIFF	ANGERMAIER, JULIE
Address:	8800 OKEECHOBEE ROAD #50		Aliases:	<i>none</i>

	FORT PIERCE FL 34945			
3			DEFENDANT	VANLEIGH INC
Address:	26 INDUSTRIAL DRIVE ACCESS ROA BURNSVILLE MS 38833	Aliases:	none	
4			DEFENDANT	CAMPERS INN OF PHILADELPHIA INC
Address:	1651 BETHLEHEM PIKE HATFIELD PA 19440	Aliases:	none	

Docket Entries

Filing Date/Time	Docket Type	Filing Party	Disposition Amount	Approval/Entry Date
20-OCT-2020 12:14 PM	ACTIVE CASE			20-OCT-2020 12:17 PM
Docket Entry:	E-Filing Number: 2010033382			
20-OCT-2020 12:14 PM	COMMENCEMENT OF CIVIL ACTION	ABEEL JR, ESQUIRE TIMOTHY J		20-OCT-2020 12:17 PM
Documents:	Click link(s) to preview/purchase the documents Final Cover		 Click HERE to purchase all documents related to this one docket entry	
Docket Entry:	none.			
20-OCT-2020 12:14 PM	COMPLAINT FILED NOTICE GIVEN	ABEEL JR, ESQUIRE TIMOTHY J		20-OCT-2020 12:17 PM
Documents:	Click link(s) to preview/purchase the documents 20201020110901.pdf		 Click HERE to purchase all documents related to this one docket entry	
Docket Entry:	COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 FILED.			

20-OCT-2020 12:17 PM	ARBITRATION HEARING SCHEDULED			20-OCT-2020 12:17 PM
Docket Entry:	SCHEDULED FOR ARBITRATION HEARING ON AUGUST 10, 2021, AT 09:15 AM AT THE ARBITRATION CENTER, 1880 JFK BLVD., 5TH FLOOR.			

[▶ Case Description](#)[▶ Related Cases](#)[▶ Event Schedule](#)[▶ Case Parties](#)[▶ Docket Entries](#)[E-Filing System](#)[Search Home](#)